



**DESIGN-BUILD SERVICES FOR PHASE 1A  
DRAINAGE & ROADWAY  
IMPROVEMENTS  
Request for Proposals No. 2022-004**

Advertisement Date:	<u>Friday, February 11, 2022</u>
Non-Mandatory Pre-bid Zoom Conference: <a href="tel:84497117366">844 9711 7366</a>	<u>Thursday, February 17, 2022 at 10:00am</u>
All Questions Due to: <a href="mailto:villageclerk@biscayneparkfl.gov">villageclerk@biscayneparkfl.gov</a>	<u>Thursday, March 3, 2022, by 10:00 AM</u>
Answers to Written Questions:	<u>Wednesday, March 9, 2022 by 5:00 PM</u>
Submission due date:	<u>Tuesday, March 22, 2022, 10:00 AM</u>
Proposal Opening: <a href="tel:81518786394">815 1878 6394</a>	<u>Tuesday, March 22, 2022, 10:05 AM</u>
Submit Via Demand Star to:	Village of Biscayne Park Village Clerk

*BISCAYNE PARK, FLORIDA*  
REQUEST FOR DESIGN-BUILD SERVICES  
BISCAYNE PARK PUBLIC WORKS DEPARTMENT  
DESIGN-BUILD SERVICES FOR PHASE 1A DRAINAGE & ROADWAY IMPROVEMENTS  
AT VARIOUS LOCATIONS

The Village of Biscayne Park Public Works Department is seeking one (1) qualified Design-Builder to provide, engineering, design, survey, technical specifications, permitting, and construction services for the subject project. General project scope includes investigation of existing conditions, design, permitting, construction, testing, and commissioning activities associated with the construction of a new stormwater management system and roadway improvements at five (5) locations within the Village Right-of-Way (“Project” or “Work”). This solicitation is for architectural and engineering design, and construction under a single contract for cost of the work plus design-builder’s fee for a Guaranteed Maximum Price. The design and construction services rendered by the Design-Builder shall result in a complete, functional, and operable stormwater collection system and roadways with a standard design life.

The Project includes the following locations and elements (consult the drawings and technical specifications for the complete Project scope and more detail):

- **Location 1 – NE 111<sup>th</sup> Street from NE 10<sup>th</sup> Avenue to NE 11<sup>th</sup> Place**
  - Approximately 147 LF of Exfiltration Trench, Catch Basins, Manholes full roadway milling and resurfacing, striping, and swale/driveway restoration.
- **Location 2 – NE 113<sup>th</sup> Street from NE 9<sup>th</sup> Court to NE 10<sup>th</sup> Avenue**
  - Approximately 370 LF of Exfiltration Trench, Catch Basins, Manholes full roadway milling and resurfacing, striping, and swale/driveway restoration.
- **Location 3 – NE 115<sup>th</sup> Street from NE 6<sup>th</sup> Avenue to NE 7<sup>th</sup> Avenue**
  - Approximately 516 LF of Exfiltration Trench, Catch Basins, Manholes full roadway milling and resurfacing, striping, and swale/driveway restoration.
- **Location 4 – NE 11<sup>th</sup> Avenue from NE 119<sup>th</sup> Street to NE 121<sup>st</sup> street**
  - Approximately 591 LF of Exfiltration Trench, Catch Basins, Manholes full roadway reconstruction, striping, and swale/driveway restoration.
- **Location 5 – NE 121<sup>st</sup> Street from NE 11<sup>th</sup> Avenue to NE 11<sup>th</sup> Court**
  - Approximately 102 LF of Exfiltration Trench, Catch Basins, Manholes full roadway milling and resurfacing, striping, and swale/driveway restoration.

The scope of services shall also include all professional services, labor, supervision, quality control, project controls, safety programs, materials, tools, equipment, services, methods, and procedures necessary for the Design-Builder to fulfill all duties and obligations imposed by the contract documents, which can be reasonably assumed as necessary to fulfill the intent of the contract documents and to provide a complete, fully functional and satisfactory Project.

The Design-Builder must complete the Work by the following durations, which exclude the warranty administration period:

- Substantial Completion on or before 330 calendar days after the date of Notice to Proceed which requires placing into service all new catch basins within the public right-of-way and shall include all work associated with surveying, geotechnical investigations, engineering, design, technical specifications, permitting, construction, testing and commissioning services for the complete and fully operational roads to traffic.
- Final Completion and Project Closeout on or before 365 calendar days after the date of Notice to Proceed which requires Final Completion and Project Closeout: including obtaining acceptance by all applicable regulatory agencies of all Work and Services under the Contract, including all remaining site restorations, record documents, and all other remaining incomplete or unacceptable work items identified at or subsequent to Substantial Completion.

If the Design-Builder does not achieve Substantial Completion by the established Substantial Completion Contract Date, Liquidated Damages (LDs) will be assessed in the amount of two thousand five hundred dollars (\$2,500) per calendar day, which will be paid to the Village by the Design-Builder. If the Design-Builder does not achieve Final Completion by the established Final Completion Contract Date, LDs will be assessed in the amount of one thousand dollars (\$1,000) per calendar day, which will be paid to the Village by the Design-Builder. LDs will be cumulative if both the Substantial Completion Contract Date and the Final Completion Contract Date are exceeded. All assessments of LDs to the Design-Builder may be adjustments to payments due to the Design-Builder.

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#### **ATTACHMENTS PROVIDED TO THE DESIGN/BUILD CONTRACTOR**

- ☐ **Sample Contract**
- ☐ **Summary Bid Form (REQUIRED TO BE SUBMITTED WITH BID)**
- ☐ **Design Criteria Package Narrative**
- ☐ **Technical Specifications**
- ☐ **Geotechnical Report**
- ☐ **811 Design Tickets**
- ☐ **Exfiltration Calculations**
- ☐ **Conceptual Plans**

## 1.0 Schedule of Events

Topic: Design Build RFP 2022-004 Pre-Bid Meeting (Non-Mandatory)

Time: Feb 17, 2022 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84497117366>

Meeting ID: 844 9711 7366

One tap mobile

+13126266799,,84497117366# US (Chicago)

+16465588656,,84497117366# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 720 707 2699 US (Denver)

+1 253 215 8782 US (Tacoma)

Meeting ID: 844 9711 7366

Find your local number: <https://us06web.zoom.us/j/84497117366>

Join by Skype for Business

<b>Advertisement Date:</b>	<b><u>Friday, February 11, 2022</u></b>
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END OF SECTION

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## **2.0 General Conditions of Proposal**

This procurement is authorized by the Village Commission and the Village Manager of the Village of Biscayne Park, Florida. The conditions of this proposal are mandatory. The instructions to Proposers, the General Conditions, all Forms, the Insurance Requirements, the Special Conditions, the Specifications, Proposal Form, the Solicitation Response Form and Evaluation and Award Criteria are collectively and integrally part of the contract between the Village and the successful Proposer(s).

### **2.1 DEFINITIONS**

#### **2.1.1 WE/US/OUR/VILLAGE**

These terms refer to the Village of Biscayne Park, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the Village organization including, as content will indicate.

#### **2.1.2 DEPARTMENTS**

The Village Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

#### **2.1.3 AUTHORIZED REPRESENTATIVE**

The user Department's Contact(s) for interaction regarding contract administration.

#### **2.1.4 PROPOSER**

Any business entity submitting a response to this solicitation.

#### **2.1.5 SUCCESSFUL PROPOSER/VENDOR/DESIGN-BUILD CONTRACTOR**

The Responsive and Responsible Proposer whose response to this solicitation is deemed to be the most advantageous to the Village. A Proposer will be approved for award by the Village Commission and a contract will be executed for the provisions of the goods and/or services specified in the RFP and a Notice of Commencement will be issued. Upon execution of a contract the Successful Proposer will become the Vendor or the Design-Build contractor.

#### **2.1.6 REQUEST FOR PROPOSAL (RFP)**

The kind of information this RFP seeks is indicated by the title appearing at the top of the first page. A "Request for Proposal" (RFP) is normally used when considering solutions which may not vary significantly from each other or from initial expectations, and/or where the award is not solely based on price.

### **2.1.7 PROPOSAL**

The written, sealed document submitted by the Proposer according to the RFP instructions. A response to this RFP shall not include any verbal interactions with the Village apart from submittal of a formal written proposal.

### **2.1.8 WORK, SERVICES, PROGRAM OR PROJECT**

Shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

### **2.1.9 SHALL/MUST**

Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.

## **2.2 CLARIFICATION**

Questions regarding this RFP should be directed in writing by email, to the Procurement Division email address specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers.

## **2.3 WRITTEN ADDENDA**

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all known prospective Proposers. If necessary, a new proposal opening date may be established by addendum.

## **2.4 COST OF PREPARATION**

The Village will not be responsible for any expenses incurred by the Proposers for the preparation of Proposal related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

## **2.5 EXAMINATION OF DOCUMENTS**

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division at **villagehall@biscayneparkfl.gov**. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the Village's Procurement Division as having received the proposal documents. No person is authorized to give oral interpretations of, or make oral changes to the proposal. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification is made.



## **2.6 PROPOSAL FORMAT AND SIGNATURES**

To receive consideration, proposal must be submitted on the proposal forms as provided by the Village. Proposal must be typed or printed in black or blue ink only. All corrections must be initialed. Copies of Proposal Forms may be obtained from the Village Hall, 600 NE 114 Street, Biscayne Park, FL 33161. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. If Proposer is a corporation, the corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Sealed proposals, containing One (1) original and Five (5) copies, in three-ring binders and Two (2) USBs duplicate to the original, must be presented to the Village Hall, 600 NE 114 Street, Biscayne Park, FL 33161 at or prior to the time noted on the proposal opening date. It will be the sole responsibility of the Proposer to deliver their proposal to the Village Hall on or before the closing hour and date indicated. Proposals shall be submitted in a sealed container/envelope clearly marked on the exterior **“Design-Build Services for Phase 1A Drainage & Roadway Improvements”**.

**ANY PROPOSAL RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.**

## **2.7 PUBLIC RECORDS**

Upon award recommendation or Thirty (30) days after the Proposal opening, whichever is earlier, any material submitted in response to this Request for Proposals will become a “Public Record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The Village reserves the right to make any final determination on the applicability of the Public Records Law.

## **2.8 WITHDRAWAL OF PROPOSAL**

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the Village, provided the request and any subsequent modifications and/or corrections are filed with the Village in writing **before the time for opening Proposals**. The original Proposal as modified by such writing will be considered as the Proposal submitted by the Proposer. No oral proposal modifications will be considered.

## **2.9 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS**

The Village reserves the right to reject any and/ or all Proposals or sections thereof, and waive any technicalities or irregularities. As a matter of information, the Village Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Proposal, which, in the judgment of the Village, will best serve the needs and interests of the Village. This offering of Request for Proposal itself does not in any way constitute a contractual agreement between the Village of Biscayne Park and the Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the Village of Biscayne Park. Furthermore, the Village reserves the right to award without further discussion.

## **2.10 COMPLIANCE WITH ORDERS AND LAWS**

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

**Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to employment practices, rate of pay or other compensation methods, and training.)**

**Occupational, Safety and Health Act (OSHA)**

**The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**

**Environment Protection Agency (EPA)**

**Uniform Commercial Code (Florida Statutes, Chapter 672)**

**American with Disabilities Act of 1990, as amended**

**National Institute of Occupational Safety Hazards (NIOSH)**

**National Forest Products Association (NFPA)**

**State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code**

**U.S. Department of Transportation**

**Cone of Silence, Village Provision Code**

**The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Biscayne Park (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village Board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of

them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village. Proposer must complete and execute the Business Entity Affidavit form. The term-s "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

## **2.11 CONE OF SILENCE**

Notwithstanding any other provision of these specifications, the provisions of Village "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or bid, between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant, and the Village Commission, Village's professional staff including, but not limited to, the Village Manager and his or her staff, any member of the Village's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid.

The Cone of Silence shall terminate at time the Village Manager makes his or her written recommendation to the Village Commission. However, if the Village Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-proposal/pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Village Commission during any duly noticed public meeting;

- (4) communications in writing at any time with any Village employee, unless specifically prohibited by the applicable RFP, RFQ, or bid documents. The bidder or proposer shall file a copy of any written communication with the Village Hall. The Village Hall shall make copies available to any person upon request;
- (5) communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, contractor, bidder, lobbyist or consultant and the Village's Purchasing Agent or Village employee designated responsible for administering the procurement process of such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the Village Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Village Code;
- (9) responses to the Village's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Village Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to said bidder or proposer voidable by the Village Commission and/ or Village Manager.

## 2.12 INQUIRIES

All questions regarding Request for Proposals No. 2022-004 shall be directed in writing to Shantay Dabney, Village Clerk, prior to the deadline mentioned above. Questions may be submitted via email to: [Villageclerk@biscayneparkfl.gov](mailto:Villageclerk@biscayneparkfl.gov) or via regular mail at: Shantay Dabney, Village Clerk, Village of Biscayne Park, 600 NE 114 Street, Biscayne Park, FL 33161. All inquiries must have in the subject line the following: **Design-Build Services for Phase 1A Drainage & Roadway Improvements**

Proposals shall be on a unit price basis; segregated Bids will not be accepted. All submittals shall be electronically submitted via DemandStar no later than Friday, March 4, 2022, 10:00 AM.

Respondents are responsible for ensuring that their Response is uploaded to DemandStar by the deadline. Proposals submitted after this time will not be considered. Timely submitted Proposals will be opened publicly and read aloud at this time.

The Village reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities, and to accept the Bid which best serves the interest of, and represents the best value to, the Village.

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

## **2.13 INTERVIEWS**

The Village reserves the right to conduct personal interviews or require presentations prior to selection. The Village will not be liable for any costs incurred by the proposer in connection with such interviews/ presentations (i.e. travel, accommodations, etc.). In the event that presentations are required the firms will be provided seven (7) days' notice and the points awarded for the presentation up to a maximum of twenty (20) will be added to the original score to create a total aggregate score.

## **2.14 REQUEST FOR MODIFICATIONS**

The Village reserves the right to request that the Proposer modify his proposal to more fully meet the needs of the Village.

## **2.15 PROPOSAL ACKNOWLEDGMENT**

By submitting a proposal, the Proposer certifies that he/she has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

## **2.16 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSAL**

The Village reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive any minor technicalities or irregularities in the proposals.

## **2.17 PROPOSALS BINDING**

All proposals in their entirety shall be binding for 180 (one-hundred and eighty) calendar days following opening.

## **2.18 ALTERNATE PROPOSALS**

An alternate proposal will not be accepted by the Village.

## **2.19 ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straightforward and concise description of the proposer's ability to fulfill the requirements of the proposal.

## **2.20 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Proposals/Qualifications and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from Proposers in response to this Request for a Proposal will become the property of the Village of Biscayne Park and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Village.

## **2.21 ATTACHED FORMS/CERTIFICATIONS**

### **2.21.1 Non-Collusion Affidavit**

Each Proposer shall complete the Non-Collusion Affidavit and shall submit the executed form with the proposal. Village considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause of rejection of the Proposal.

By offering a submission pursuant to this Invitation to Participate, the Proposer certifies the Proposer has not divulged, discussed or compared his Proposal with other Proposers and has not colluded with any other proposers or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to his own organization, that in connection with this Proposal.

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

The only person or persons interested in this Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the Proposer for the purpose of doing business.

**2.21.2 Americans with Disabilities**

As part of any proposal, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

**2.21.3 Compliance with Equal Employment Opportunity**

The Proposer shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Proposer has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

**2.21.4 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

#### **2.21.5 Ties**

Whenever two or more proposals are equal with respect to price, quality, and service are received by the Village or by any political subdivision for procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids/proposals will be followed if none or all of the tied Proposers have a drug free workplace program.

The attached Sworn Statement regarding Public Entities Crimes (PEC), Americans with Disabilities Act Non-Discrimination Statement (ADA), Business Entity Affidavit, W9 form, Proposer's Certification Form, Non-Collusion Statement, Qualifications Packet, Signature Sheet and all other forms included in this package shall be completed and submitted with proposal.

In the event that there is still a tie, the Village shall require the tied proposers to make presentations to the evaluation committee which will be scored out of a maximum of twenty (20) points.

Notwithstanding the above, the Village reserves the right to require presentations pursuant to section 2.13.

#### **2.21.6 Other Forms**

In addition to the above, each Proposer must complete the attached, E-Verify Affidavit, Sworn Statement regarding Public Entities Crimes (PEC), Americans with Disabilities Act Non-Discrimination Statement (ADA), Business Entity Affidavit, W-9 form, Proposer's Certification Form, Non-Collusion Statement, Qualifications Packet, Signature Sheet and all other forms included in this package, including those set forth in the Special Conditions pertaining to Federal Requirements, shall be completed and submitted with proposal.

### **2.22 PROTEST PROCEDURES**

This Section shall govern any protest made by a Proposer related to this Request for Proposal.

- A. Protest of any Village recommendation for an award in response to the request for proposals shall be filed with the Village Clerk and mailed by the protesting proposer to all participants in the competitive process within seven (7) days of the Village's



recommendation for an award or the Village's actual award, whichever comes first. Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's or certified check or money order, made payable to the Village of Biscayne Park, in an amount equal to either three percent of the estimated price quoted, bid or proposal amount or \$30,000.00, whichever is less. Any grounds not stated shall be deemed waived.

- B. Protests shall be referred by the Village Clerk to the Village Attorney who shall select a hearing examiner who shall hold a hearing and submit written findings and recommendations within ten (10) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the Village's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the Village Clerk.
- C. Hearing examiners may be retired judges, certified mediators or other impartial parties as selected by the Village Attorney.
- D. The hearing examiner's findings and recommendations shall be presented to the Village Commission for final action at the next regular or specially scheduled meeting. Notice shall be mailed to all participants in the competitive process at least seven days in advance of any final action by the Village Commission. The notice shall include the hearing examiner's findings and recommendations.
- E. Failure to follow the protest procedures set forth herein shall automatically nullify any protest or claim brought by an aggrieved proposer, offeror or contractor.

**END OF SECTION**

### **3.0 Special Conditions of Proposal**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

#### **3.1 PURPOSE**

Village of Biscayne Park, OWNER, invites respondents to submit Proposals for the main purpose of the Design-Build Services for Phase 1A Drainage & Roadway Improvements in Biscayne Park, Florida.

The DESIGN/BUILD CONTRACTOR shall be responsible for furnishing all labor, materials, supplies, travel, shop drawing review, supervision, equipment, expertise and supervision to develop plans and specifications and construct such a project. The DESIGN/BUILD CONTRACTOR shall at their expense obtain any required permits, inspections, and pay any fees for the purpose of a Design-Build Services for Phase 1A Drainage & Roadway Improvements in Biscayne Park, Florida. Village of Biscayne Park shall waive its own impact fees, if applicable. The Village does not, however, waive any other regulatory matters regarding the design and construction of the project. Refer to Section 5.1 for permit fee reimbursements.

#### **3.2 DUE DATE**

All submittals shall be electronically submitted via DemandStar no later than 10:00 am, EST on Tuesday, March 22, 2022, or any time prior. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time will not be considered.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the Village of Biscayne Park. Proposers shall assume full responsibility for timely delivery via DemandStar. The Village of Biscayne Park cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the Village after the time specified for receipt will not be considered. All information required by the Request for Proposal must be supplied to constitute a regular proposal.

#### **3.3 BONDS**

##### **3.3.1 Proposal Bond**

If the Proposal exceeds one hundred thousand dollars (\$100,000.00) the Proposer must provide with the Proposal, a good faith deposit in the amount of five percent (5%) of the Proposal by way of a Proposal Bond Form provided by the Owner from a surety insurer authorized to do business in this State as surety. A Proposal bond in an amount less than five percent (5%) of the actual Proposal will invalidate the Proposal.

### **3.3.2 Performance Bond and Labor and Material Payment Bond**

Where required by the Contract Documents the DESIGN/BUILD CONTRACTOR shall within fifteen (15) calendar days of being notified of award, furnish a Performance/Payment Bond containing all the provisions of the attached Performance/Payment forms.

Each Bond shall be in the amount of one hundred percent (100%) of the Contract value guaranteeing to Village the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or Subcontractor, and subconsultant employed pursuant to this Project(s). Each Bond shall be with a Surety, which is qualified pursuant to Qualification of Surety language to be included in Contract Documents.

Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond shall be conditioned that DESIGN/BUILD CONTRACTOR will, upon notification by Village, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project(s).

## **3.4 TERMS AND CONDITIONS OF AGREEMENT**

The Agreement to be entered into with the successful Proposer, in substantially the form attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, shall include, but not be limited to, the following terms and conditions:

### **3.4.1 Indemnification**

DESIGN/BUILD CONTRACTOR shall indemnify, defend and hold harmless Village, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of DESIGN/BUILD CONTRACTOR and persons employed or utilized by DESIGN/BUILD CONTRACTOR in the performance of this Contract. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against Village by reason of any such claim or demand, DESIGN/BUILD CONTRACTOR shall, upon written notice from Village, resist and defend such action or proceeding by counsel satisfactory to Village. The DESIGN/BUILD CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by DESIGN/BUILD CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate DESIGN/BUILD CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at Village's option, any and all claims of liability and all suits and actions of every name and description which may be brought against Village whether performed by DESIGN/BUILD CONTRACTOR, or persons employed or utilized by DESIGN/BUILD CONTRACTOR.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of §725.06 and/or §725.08, Fla. Statute.

DESIGN/BUILD CONTRACTOR shall require all subconsultant and subcontractor agreements to include a provision that they will indemnify the Village.

The DESIGN/BUILD CONTRACTOR agrees and recognizes that the Village shall not be held liable or responsible for any claims which may result from any actions or omissions of the DESIGN/BUILD CONTRACTOR in which the Village participated either through review or concurrence of the DESIGN/BUILD CONTRACTOR's actions. In reviewing, approving or rejecting any submissions by the DESIGN/BUILD CONTRACTOR or other acts of the DESIGN/BUILD CONTRACTOR, the Village in no way assumes or shares any responsibility or liability of the DESIGN/BUILD CONTRACTOR or Sub-DESIGN/BUILD CONTRACTOR, under this Contract.

#### **3.4.2 CANCELLATION**

In the event any of the provisions of this proposal are violated by the Proposer, the Village Manager shall give written notice to the DESIGN/BUILD CONTRACTOR stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the Village Commission for immediate cancellation. The Village Commission of Biscayne Park, Florida reserves the right to terminate any contract resulting from this RFP at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

#### **3.4.3 ASSIGNMENT**

The DESIGN/BUILD CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Village of Biscayne Park.

#### **3.4.4 PROPERTY**

Property owned or leased by the Village of Biscayne Park is the responsibility of the Village of Biscayne Park. Such property furnished to a DESIGN/BUILD CONTRACTOR for repair, modification, study, etc., shall remain the property of the Village of Biscayne Park. Damages to such property occurring while in possession of the DESIGN/BUILD CONTRACTOR shall be the responsibility of the DESIGN/BUILD CONTRACTOR. Damages occurring to such property while in route to the Village of Biscayne Park shall be the responsibility of the DESIGN/BUILD CONTRACTOR. In the event that such property is destroyed or declared a total loss, the DESIGN/BUILD CONTRACTOR shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

#### **3.4.5 TERMINATION FOR DEFAULT**

If the DESIGN/BUILD CONTRACTOR defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the Village Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the Village of Biscayne Park. In such event the DESIGN/BUILD CONTRACTOR shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the DESIGN/BUILD CONTRACTOR was not in default or (2) the DESIGN/BUILD CONTRACTOR failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Village of Biscayne Park.

#### **3.4.6 TERMINATION FOR CONVENIENCE**

The Village Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the Village of Biscayne Park. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the Village of Biscayne Park the DESIGN/BUILD CONTRACTOR will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the Village of Biscayne Park shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

#### **3.4.7 CONFIDENTIALITY**

The Village of Biscayne Park is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

#### **3.4.8 ANTI-TRUST PROVISION**

At such times, as may serve its best interest, the Village of Biscayne Park reserves the right to advertise for, receive, and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/or services as may be available.

#### **3.4.9 AUDIT RIGHTS AND RECORDS RETENTION**

The successful Proposer agrees to provide access to the Village, or any of their duly authorized representatives, to any books, documents, papers, and records of the DESIGN/BUILD CONTRACTOR which are directly pertinent to this contract, for the purposes of audit, examination, excerpts, and transcriptions. The DESIGN/BUILD CONTRACTOR shall maintain and retain any and all of the aforementioned records for three years after the expiration and/or termination of this agreement.

#### **3.4.10 CAPITAL EXPENDITURES**

Successful Proposer understands that any capital expenditures that the Proposer makes, or prepares to make, in order to perform the services and /or work required by the Village of Biscayne Park, is a business risk which the Proposer must assume. The Village of Biscayne Park will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Proposer. If Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the Village of Biscayne Park.

#### **3.4.11 GOVERNING LAW AND VENUE**

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

#### **3.4.12 ATTORNEY FEES**

In connection with any litigation, mediation, or arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees through and including appellate litigation and any post-judgment proceedings.

#### **3.4.13 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the Village of Biscayne Park and DESIGN/BUILD CONTRACTOR, or to create any other similar relationship between the parties.

#### **3.4.14 LICENSING AND PERMITS**

- A. Proposer shall be required to obtain and furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform services hereunder as required by Florida State Statute, Florida Building Code, Miami-Dade County or Village Code, if any. These documents shall be furnished to the Village along with the proposal response. Failure to furnish these documents or to have required licensure may be grounds for rejecting the proposal.
- B. The DESIGN/BUILD CONTRACTOR shall be licensed and certified by all appropriate State and Local agencies. The DESIGN/BUILD CONTRACTOR shall procure; at its own expense, all necessary licenses and permits. The DESIGN/BUILD CONTRACTOR shall conform to all applicable laws, regulations, or ordinances of the State, County and Village.

#### **3.4.15 PAYMENTS**

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

#### **3.4.16 DISCREPANCIES**

If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail, and the extensions adjusted to coincide. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk and errors will not release the proposer from his responsibility as noted herein.

#### **3.4.17 LIQUIDATED DAMAGES**

If the Design-Builder does not achieve Substantial Completion by the established Substantial Completion Contract Date, Liquidated Damages (LDs) will be assessed in the amount of two thousand five hundred dollars (\$2,500) per calendar day, which will be paid to the Village by the Design-Builder. If the Design-Builder does not achieve Final Completion by the established Final Completion Contract Date, LDs will be assessed in the amount of one thousand dollars (\$1,000) per calendar day, which will be paid to the Village by the Design-Builder. LDs will be cumulative if both the Substantial Completion Contract Date and the Final Completion Contract Date are exceeded. All assessments of LDs to the Design-Builder may be adjustments to payments due to the Design-Builder.

### 3.5 INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of DESIGN/BUILD CONTRACTOR, DESIGN/BUILD CONTRACTOR shall provide, pay for, and maintain in force until all of its Work to be performed under this Contract has been completed and accepted by Village (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth as follows:

**Workers' Compensation** insurance to apply for all employees in compliance with the Statutory "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

- Waiver of subrogation
- Statutory State of Florida Limits of Liability

**Employers' Liability** with a limit of **One Million Dollars (\$1,000,000.00)** each bodily injury caused by an accident, each accident. **One Million Dollars (\$1,000,000.00)** each bodily injury caused by disease, each employee. **One Million Dollars (\$1,000,000.00)** each bodily injury caused by disease, policy limit.

**Commercial General Liability (CGL)** with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. General Aggregate Limit of **Two Million Dollars (\$2,000,000.00)**. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000.00)** per project. DESIGN/BUILD CONTRACTOR shall maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
- CGL Required Endorsements
  - Employees included as insured
  - Independent DESIGN/BUILD CONTRACTORs Coverage
  - Contractual Liability



- Waver of Subrogation
- Premises and/or Operations
- Explosion, Collapse and Underground Hazards
- Loading and Unloading
- Mobile Equipment (DESIGN/BUILD CONTRACTOR's Equipment) whether owned, leased, borrowed or rented by DESIGN/BUILD CONTRACTOR or employees of the DESIGN/BUILD CONTRACTOR.

Village is to be expressly included as an **Additional Insured** with respect to liability arising out of operations performed for Village by or on behalf of DESIGN/BUILD CONTRACTOR or acts or omissions of DESIGN/BUILD CONTRACTOR in connection with general supervision of such operation.

**Business Automobile Liability** with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles.
- Hired and Non-Owned Vehicles.
- Employers' Non-Ownership.
- Employees included as insured
- Village of Biscayne Park as Additional Insured

#### **Umbrella Policy**

Bodily injury and property damage liability with limits of **Five Million Dollars (\$5,000,000)** each occurrence and an aggregate limit of **Five Million Dollars (\$5,000,000)**.

Excess coverage over the policies as follows:

- Commercial General Liability
- Business Automobile Liability

Village shall be listed as an additional insured.

#### **Owners & Contractors Protective**

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

Village of Biscayne Park shall be listed as a named insured

### **Contractors Professional/Pollution Liability Insurance**

The DESIGN/BUILD CONTRACTOR shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$2,000,000 per claim, combined single limits and \$2,000,000 in the aggregate, providing for all sums which the Contractor shall be legally obligated to pay as damages for claims arising out the services performed by the Contractor or any person employed by the Contractor in connection with this Agreement. This insurance shall be maintained for at least one year after completion of the construction and acceptance of any project covered by this Agreement.

The above policies shall provide the Village of Biscayne Park with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change. If the initial insurance expires prior to the completion of the Work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

DESIGN/BUILD CONTRACTOR shall furnish the Village the Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

The official title of the Owner is the Village of Biscayne Park, Florida. This official title shall be used in all insurance documentation.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management of the Village of Biscayne Park prior to insurance approval.

### **3.6 PRICING SHALL BE FIXED AND FIRM: GUARANTEED MAXIMUM PRICE**

Prices should be stated in units of quantity detailed in the proposal specifications. In case of a discrepancy, the Village reserves the right to make the final determination at the lowest net cost to the Village. The Proposer shall submit a Guaranteed Maximum Price for all the work to be performed under this solicitation. If the Proposer is awarded a contract under this solicitation, the Guaranteed Maximum Price agreed between the Village and the design-build contractor shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and authorization of the Village.

END OF SECTION

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## 4.0 Instructions to Proposers

**THE FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO REQUEST FOR PROPOSAL. PROPOSER SHALL SUBMIT ALL INFORMATION SET FORTH IN THIS SECTION ORGANIZED IN THE APPROPRIATE ORDER.**

### 4.1 PROPOSAL FORMAT

**Proposals shall be prepared using the following in chronological order:**

- 4.1.1** Statement acknowledging receipt of each addendum issued by the Village (if applicable).
- 4.1.2** All Required Forms provided by the Village beginning on Page 41.
- 4.1.3** Statement of Qualifications and experience of the submitting person(s)/firm(s) that will provide the services. THIS SECTION MUST INCLUDE:

#### Title Page

Show the name of proposer's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "Design-Build Services for Phase 1A Drainage & Roadway Improvements".

#### 1. STATEMENT OF INTEREST AND INTRODUCTION (Cover Letter)

The responding firm (or the lead firm if sub-consultants are proposed) will provide a letter on letterhead, not exceeding two pages, which serves as a statement of interest, and summary of the proposal.

#### 2. EXPERIENCE AND QUALIFICATIONS OF PROPOSING FIRM AND THE PERSONNEL ASSIGNED TO THIS PROJECT

The proposed Design-Builder shall demonstrate its Project team experience by presenting the qualifications and capabilities of each Design-Build Team member/firm, for projects completed within the past ten (10) years, including projects that may be at least fifty percent (50%) complete prior to the required submittal date of this Request Design-Build Services (RDBS), that demonstrate related minimum project experience as indicated below:

Lead Constructors:

- The construction firm performing the open cut installation work must have a minimum of five (5) years total industry experience as of the date of this solicitation. It also must have successfully constructed at least three (3) Drainage project of similar size and complexity in an urban environment.
- Experience of Lead Constructors and Pipe Installation Crews must submit history of past performance completing projects on schedule and to the satisfaction of the facility owner.

Lead Designers:

- The Lead Design firm performing the design of the stormwater transmission installation must have a minimum of three (3) years total industry experience as of the date of this solicitation. It also must have designed at least one (1) Stormwater pipeline installation project in an urban environment consisting of minimum 24- inch nominal diameter.

The expertise must be met by a qualified individual(s) of the Design-Builder and its subconsultants. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the Village. The Competitive Selection Committee may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s).

**REQUIRED LICENSES AND CERTIFICATIONS OF THE DESIGN-BUILD FIRM:**

- Florida Certified General Contractor and/or Florida Certified Underground Utility and Excavation Contractor
- Florida Registered Professional Engineer
- Florida Registered Professional Surveyor and Mapper

**i. Administration and Management [not exceeding 4 (four) pages]**

a) The DESIGN/BUILD CONTRACTOR shall provide the description, location and availability of the Proposer's facilities staff and equipment as they currently exist and as they will be employed for the purpose of this contract.

b) The DESIGN/BUILD CONTRACTOR shall include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability, and to maintain schedules, as well as the means of coordination and communication between the organization and Village of Biscayne Park. If applicable, the DESIGN/BUILD CONTRACTOR shall include a description of its corporate organization and affiliates and explain if and how the affiliates will contribute to this contract.

c) The DESIGN/BUILD CONTRACTOR should show where significant difficulties might be anticipated and resolved.

d) The DESIGN/BUILD CONTRACTOR shall prepare an effective communication plan to keep Village of Biscayne Park's Project Manager informed of all services rendered in the contract. This shall include the preparation of schedules and reports requested and any additional reports the Proposer feels might be needed.

e) The DESIGN/BUILD CONTRACTOR shall address issues of safety with regards to employees and property.

**ii. Identification of Key Personnel [Limited to ten (10) pages]**

The DESIGN/BUILD CONTRACTOR shall demonstrate that the Project Manager, Superintendent and personnel assigned to this contract possess the required experience to perform the Scope of Services. This shall include, but not be limited to the following:

a) The DESIGN/BUILD CONTRACTOR shall explain the roles, functions and responsibilities of the management and administrative staff in terms of how they apply to the activities in the Scope of Services. Resumes for all superiors and other key personnel shall be included.

b) Names of key personnel as well as those of Sub-Contractor/ Sub-Consultant on the Proposer's team, and the task which each will be assigned on the Proposer's team, as well as a resume for each supervisor proposed.

c) The DESIGN/BUILD CONTRACTOR shall identify any employees and equipment that are being provided by the Sub-Contractor/ Sub-Consultant.

d) The DESIGN/BUILD CONTRACTOR is to identify the Project Manager who will remain involved throughout the Contract term.

e) The DESIGN/BUILD CONTRACTOR shall include references with the name, address, and phone numbers for both the Project Manager and all supervisors and key personnel for previous three (3) years contract or their last three (3) jobs whichever is greater.

f) The key personnel identified in this Proposal package shall be the personnel who actually perform the work. Any subsequent changes to the personnel submitted with this package must be approved by Village of Biscayne Park.

g) Provide a narrative to describe the sequencing of key activities so as to ensure the success of the project.

h) The DESIGN/BUILD CONTRACTOR shall include an organizational chart that identifies the team structure and each member's areas of responsibility and time (percentage of hours dedicated to this project). As a minimum, the Proposal package shall contain the following information for the above specified disciplines:

- Complete name and number of years in business under current name.
- Addresses of home office and principal office for this project.
- Type of organization – corporation, partnership, etc.

- A report of any Sub-Contractor(s) / Sub-Consultant(s) that will be used.

### **3. TIME OF PERFORMANCE**

The DESIGN/BUILD CONTRACTOR shall provide an overall CPM-type schedule of project work tasks and durations with a Project start date of **January 15, 2016** (the actual start date will be adjusted to reflect the date of Notice to Proceed). A Gantt chart shall illustrate key project milestones and impact of project permitting activities. The schedule shall include interim design milestone activities and complete design. This schedule shall become contractual with the start date being adjusted to reflect the actual notice to proceed, and the number of calendar days and sequence of activities being used to reflect the Construction schedule adjusted for the actual OWNER's Construction Notice to Proceed.

A narrative not to exceed five (5) pages shall discuss the schedule maintenance and frequency, approach to critical project activities affecting schedule compliance, including but not limited to: Permitting, critical decision making, long-lead system selection and procurement, project tracking activities, project controls and means of correction.

### **4. QUALITY**

The included project criteria, specifications, and preliminary plans have been approved by the Village. It is the desire of the Village adhere to this design as much as possible and to encourage Proposers not to materially or substantively deviate from the design and technical specifications. The D/B CONTRACTOR may incorporate revisions necessary for code compliance, constructability, availability of equipment and general recommendations for enhancements to be considered by the Village. Include a descriptive statement including illustrative graphics, not exceeding four (4) pages describing the Proposer's understanding of the Design Criteria (Attachment A) and a description of any proposed modifications by the Proposer with a brief explanation as to the reason(s) for the modification. Discuss Value Management Techniques to be utilized in maintaining the quality of materials and systems and also address product/systems substitutions and value-added to the project. The Village may choose to make these commitments contractual.

### **5. COST PROPOSAL (PROPOSAL COST FORM)**

The Proposer will prepare a cost tabulation (Proposal Form) that clearly identifies a Lump Sum Cost which represents the Guaranteed Maximum Price for the project as a single line item.

The Lump Sum Cost will be broken down to allow the evaluators to understand assignment of cost for all work necessary to complete the project. The Cost Breakdown will utilize the CSI format of specification division to assign cost. The

Proposer will also provide as a separate item, the cost assigned for Engineering Services for Final Design, and Construction Administration Services.

**END OF SECTION**

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## **5.0 Specifications/General Project Requirements**

### **5.1 PURPOSE**

The DESIGN/BUILD CONTRACTOR shall be responsible for furnishing all labor, materials, supplies, travel, shop drawing review, supervision, equipment and expertise to develop plans finalize construction drawings and specifications and construct such a project. The DESIGN/BUILD CONTRACTOR shall obtain any and all required permits, inspections, and pay any fees for the purpose of this Design-Build Project. The Village shall reimburse the DESIGN/BUILD CONTRACTOR, at direct cost, the cost of permits, including fees levied by Village Building Department and Miami-Dade County Division of Environmental Resources Management (DERM). All secondary or trade permits shall be the responsibility of the DESIGN/BUILD CONTRACTOR. Village of Biscayne Park shall waive its own impact fees, if applicable. The Village does not, however, waive any other regulatory matters regarding the design and construction of the project.

All Construction Engineering Inspections (CEI) to be provided by both the OWNER AND DESIGN/BUILD FIRM.

### **5.2 MINIMUM REQUIREMENTS**

1. The DESIGN/BUILD CONTRACTOR will adhere to all applicable federal, state, and local codes and ordinances in the design and construction of the Project. The DESIGN/BUILD CONTRACTOR will submit plans and specifications to the Village for review and approval prior to submittal for local and state permits.
2. The DESIGN/BUILD CONTRACTOR shall comply with all requirements established by Miami-Dade County Division of Environmental Resources Management and other agencies having jurisdiction over the Project.
3. The DESIGN/BUILD CONTRACTOR will furnish to the VILLAGE signed and sealed Plans and Specifications for the project. The Plans and Specifications must be sealed by a Florida Registered Professional Engineer, as appropriate for the various disciplines, licensed to practice in Florida per the requirements of Chapter 481 or Chapter 471, Florida Statutes.
4. Plans and specifications will stipulate that no Asbestos Containing Materials (ACM) will be used.

5. The DESIGN/BUILD CONTRACTOR to coordinate all utility and hook-ups with the utility companies and/or municipality. This will include a water and sewer connection with connection fees being paid for by the VILLAGE.
6. The DESIGN/BUILD CONTRACTOR shall furnish plans and specifications that comply with the Florida Building Code, 2020 Edition.
7. DESIGN/BUILD CONTRACTOR shall create a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the NPDES standards. The plan will consist of notes to outline the procedures and Best Management Practices (BMP's) necessary for this construction as well as drawings showing the specific implementation of SWPPP elements.
8. DESIGN/BUILD CONTRACTOR to provide an electronic copy of the final approved Construction Documents in both CADD and PDF formats and the specifications in Word format to the VILLAGE. DESIGN/BUILD CONTRACTOR shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats and the specifications in Word Format to the VILLAGE. DESIGN/BUILD CONTRACTOR shall also provide photo documentation of construction progressions.

### **5.3 PROJECT SPECIFICS**

Refer to Design Criteria Package Narrative, Technical Specifications, and Conceptual Drawings.

### **5.4 PROJECT DELIVERY AND REVIEW SUBMITTALS**

1. Each phase review will require the submittal of five sets of the Design Phase documents unless otherwise directed by the VILLAGE.
2. At the completion of Design Phase the DESIGN/BUILD CONTRACTOR shall provide to the VILLAGE two (2) complete sets of Design Documents as well as an electronic copy of specifications in Word format, with drawings in both CADD and PDF formats; at the completion of the Project and prior to final payment the DESIGN/BUILD CONTRACTOR shall provide to the OWNER three (3) complete sets of As-Built Documents as well as an electronic copy with drawings in both CADD and PDF formats.

## **5.5 WARRANTY AND INSPECTION OF DEFECTS**

1. The DESIGN/BUILD CONTRACTOR will warranty all items for a minimum period of one (1) year from the date of Final Completion as accepted by the Village.
2. Manufacturer's standard warranties on materials and equipment which exceed the minimum one (1) year warranty period will be assigned by the DESIGN/BUILD CONTRACTOR to the VILLAGE for its benefit prior to final payment.
3. The DESIGN/BUILD CONTRACTOR warrants the material and equipment with respect to performance as specified in the specifications. If the DESIGN/BUILD CONTRACTOR fails to meet performance warranties, it shall be liable and shall have the obligation, at its sole expense, to make adjustment or replacement to meet guarantees. All transportation, supervision, labor, and other costs incidental to the adjustment or replacement shall be borne by the DESIGN/BUILD CONTRACTOR.
4. The DESIGN/BUILD CONTRACTOR guarantees that sound engineering, construction principles and practices in the performance of the work shall be used.
5. The DESIGN/BUILD CONTRACTOR guarantees that it shall provide VILLAGE with the degree of skill, care, judgment, and supervision necessary to assure that the work shall be of the highest quality, with workmanship proper, fit, suitable, and sufficient for the purpose contemplated and in accordance with the best trade practices.
6. All parts of the work shall, throughout the time of performance of the contract, be subject to inspection and test by VILLAGE or such of its agents, employees, or representatives as it may designate, the Design Criteria Professional's staff, and the authorized representatives of any public authority having jurisdiction. The DESIGN/BUILD CONTRACTOR shall provide all such persons with safe and proper facilities for access to and inspection of the Work both at the construction site and any Subcontractor's plant or other source of supply where any equipment, material, or other part of it may be located. The DESIGN/BUILD CONTRACTOR shall give the VILLAGE written notice of readiness of the Work or any part of the Work for any special inspection or test which may be required by the specifications or other contract documents or by any applicable law or public regulation. No part of the Work as to which any specific inspection is required shall be covered up until such inspection has been completed. If such work is covered, then it shall be uncovered and replaced at the DESIGN/BUILD CONTRACTOR's expense.

7. All parts of work shall, during time of the contract, be subject to inspection and test by the VILLAGE or its representatives. Approval for all work will be by VILLAGE or its representatives. When poor workmanship or improperly specified materials are reason for rejection, correction will be at the DESIGN/BUILD CONTRACTOR's expense.

## **5.6 SITE INVESTIGATION**

1. The DESIGN/BUILD CONTRACTOR shall be required to visit the project site and to acquaint themselves with existing conditions, measurements, etc.
2. No inspection, or failure to inspect, or waiver of inspection on the part of the Department shall relieve the DESIGN/BUILD CONTRACTOR of their duty to complete the Work as described herein in full.
3. DESIGN/BUILD CONTRACTOR agrees that the price specified on Proposal Form in Section 6.0 herein is based on the DESIGN/BUILD CONTRACTOR's examination of the site and that no claim for additional compensation shall be made if the conditions encountered differ from those anticipated by such examination other than conditions uncovered in excavation and not identified in the soils report.

## **5.7 SPECIFICATIONS, PLAN AND DRAWINGS**

1. The work shall be performed in strict accordance with the approved specifications, plans, and drawings. The specifications, plans, and drawings and all other similar documents which are a part of the contract are supplementary and complementary to each other and intended to provide for all labor, materials, equipment, services, and other things necessary for the satisfactory completion of the work. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the work shall be complete in every detail whether or not every item is particularly mentioned.
2. All drawings (including sketches and shop drawings) and specifications, including all copies thereof, furnished by the DESIGN/BUILD CONTRACTOR for the work to be performed shall be reviewed and approved by VILLAGE prior to commencement of work and shall be delivered to VILLAGE at the completion of the work.
3. VILLAGE shall review and approve all plans, specifications and supplemental information prior to commencement of that portion of the work.

## 5.8 ENGINEERING SERVICES

1. Notwithstanding the other items stated under Section 5.0 Specifications, the DESIGN/BUILD CONTRACTOR shall be responsible for developing the plans, specifications and drawings and obtaining approval from all permitting and regulatory agencies having jurisdiction on this project. Additionally, the DESIGN/BUILD CONTRACTOR shall be responsible for:

- A) Shop drawing reviews and approval.
- B) Responding to Request for Information from Subcontractors.
- C) Requesting and obtaining all inspections from agencies having jurisdiction over the project.
- D) Making arrangements for temporary/construction and permanent electrical power with FP&L. Including installation of pad(s), conduits, pull boxes, manholes, etc.
- E) Making arrangements for temporary/construction and permanent water and sewer service with Miami-Dade Water and Sewer. Including installation of all piping, valves, meters, backflows, etc.

2. All services required to complete the Project as specified in these contract documents shall be provided by the DESIGN/BUILD CONTRACTOR.

3. Review and/or approval by the VILLAGE or its representative of such drawings or schedules shall not be construed as a complete and thorough review but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings or schedules will not relieve the DESIGN/BUILD CONTRACTOR of the responsibility for any error which may exist. DESIGN/BUILD CONTRACTOR shall be responsible for the dimensions and design of adequate connection, detail, and satisfactory performance of the Work. DESIGN/BUILD CONTRACTOR shall deliver to VILLAGE all necessary components for a complete Project as designed and approved.

4. All drawings, specifications, and other documents furnished by VILLAGE to perform work shall remain the property of VILLAGE.

5. The DESIGN/BUILD CONTRACTOR shall submit to VILLAGE the design notes and calculations to document the design conclusions reached during the development of all the construction plans. The design notes and calculations shall be recorded in eight and one-half

inches by eleven inches (8.5 x 11") sheets, fully titled, numbered, dated, indexed and signed by the designer and checker.

6. After VILLAGE accepts the final plans, the original set of plans plus one record set shall be furnished to VILLAGE. The DESIGN/BUILD CONTRACTOR shall signify, by affixing an endorsement (seal/signature appropriate) on every sheet of the record set, that the record set, that the work shown on the endorsed sheets was produced by the DESIGN/BUILD CONTRACTOR or its Sub-Contractor serving as the Engineer of Record. The original set of plans shall have the title block placed on each sheet, where approval may be a facsimile signature for each sheet within the plans, with an original signature placed in the key map.

## **5.9 CONSTRUCTION SCHEDULE**

1 After notification of award and prior to the start of any work, the DESIGN/BUILD CONTRACTOR shall submit their detailed construction schedule to VILLAGE for approval. The schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project, including estimated starting and completion dates of various activities, procurement of materials, and scheduling of equipment and shall include the scope of work specifically associated with the milestone. The schedule is subject to approval by VILLAGE.

**END OF SECTION**

## 6.0 Proposal Cost Form

FOR A DESIGN-BUILD SERVICES FOR PHASE 1A DRAINAGE & ROADWAY  
IMPROVEMENTS – VILLAGE OF BISCAYNE PARK

**\*\*CONTRACTORS / BIDDERS SHALL POPULATE THE  
PROVIDED *SUMMARY BID FORM* (SEPARATE DOCUMENT)  
FOR EACH BID ITEM WITH NUMBERS AND SHALL INCLUDE  
IT WITH THEIR BID SUBMITTALS\*\***

TOTAL BASE PRICE IN WORDS \$ \_\_\_\_\_

TOTAL BASE BID ALTERNATE PRICE IN WORDS \$ \_\_\_\_\_

*The Lowest Price shall be determined by the Total Base Price with or without any of the listed  
alternates, not in any particular order, as determined by the Village of Biscayne Park.*

Proposer Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF SECTION





## **7.0 Evaluation and Award Criteria**

### **7.1 EVALUATION PROCESS**

A Selection Committee, herein referred to as the “Committee”, will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The Committee will be comprised of at least three persons with background, experience, and / or professional credentials in relative service areas.

Village of Biscayne Park will distribute to each member of the Committee a copy of each technical proposal. The committee members will evaluate the proposals on the criteria established in the section below entitled “Criteria for Evaluation” in order to assure that proposals are uniformly rated. The Committee will assign points, utilizing the technical evaluation criteria identified herein and complete a summary.

During the process of evaluation, Village of Biscayne Park will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

### **7.2 ORAL PRESENTATION**

Separate oral presentations will be scheduled if determined necessary by the Village. Proposers will be notified a minimum of seven (7) days in advance of the time and date of such oral presentations if required. Any scoring from the Oral Presentation with a maximum of twenty (20) points will be added to the original scoring to determine an overall aggregate score.

### **7.3 CRITERIA FOR EVALUATION**

Proposals will be evaluated and graded in accordance with the criteria detailed on the following page.

## Proposal Evaluation Form

Design/Build Contractor: \_\_\_\_\_

Evaluation Criteria For Final Selection		Possible Points	Assigned Score
I.	<b>Technical Proposal</b> (includes Time of Performance and Quality)	<i>0-30 Points</i>	
II.	<b>Experience and References</b>	<i>0-20 Points</i>	
III.	<b>Price Proposal</b>	<i>0-50 Points</i>	
	Lowest cost proposal will receive 50 points. Every other proposal will be awarded points proportional to the lowest price (e.g., Lowest Proposed Price <i>divided by</i> Proposed Price <i>times</i> 50 <i>equals</i> Proposal Score).		
<b>Total Score</b>			

## **7.4 CONTRACT TERMS AND EXTENSION**

The Agreement to be entered into with the successful proposer will include, but not be limited to, the following terms and conditions.

The Village and the successful Proposer shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the Village Commission at a fully authorized meeting. If the Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the Village.

It is hereby understood and agreed, by and between the proposers and the Village, that the completion time as specified in proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

The proposers shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposers shall, at its own expense, hold harmless and defend the Village against any claim, suit or proceeding brought against the Village which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the Village.

Prior to extending any contract and in exercising its discretion in its option rights, the Village shall review the Proposer's past performance, record of complaints, and compliance with the contract terms.

## **7.5 EXECUTION OF THE CONTRACT**

The successful Proposer must, within fifteen (15) calendar days of receipt of the agreement, execute and return the agreement to Village of Biscayne Park. If the agreement is not returned within the above time period, Village of Biscayne Park may at its option, terminate the contract process and begin the contracting process with the next responsive and responsible Proposer as determined by the Village Commission at the time of award.

**END OF SECTION**

## **8.0 REQUIRED FORMS**

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND  
NON-WAIVABLE FOR RESPONSES TO THIS RFP.**

**PROPOSERS SHALL SUBMIT THE SUBSEQUENT FORMS COMPLETED  
IN THE EXACT SEQUENCE PROVIDED.**

*REMAINDER OF PAGE LEFT BLANK*

**CONTACT INFORMATION WORKSHEET**  
**RFP 2022-004**

**COMPANY/AGENCY/FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**BUSINESS HOURS:** \_\_\_\_\_

**BUSINESS EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**CONTACT PERSON & TITLE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**BUSINESS LEGAL STATUS:** (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE

**BUSINESS IS A:** (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** \_\_\_\_\_

**ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above):**

**INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE CONTRACTOR:**

(First, Last Name)	(Title)	(Contact Phone Number)
--------------------	---------	------------------------

(First, Last Name)	(Title)	(Contact Phone Number)
--------------------	---------	------------------------

(First, Last Name)	(Title)	(Contact Phone Number)
--------------------	---------	------------------------

*(Resumes of individuals named on this sheet must be included in submittal)*

**CONTACT'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## BUSINESS ENTITY AFFIDAVIT (VENDOR / BIDDER DISCLOSURE)

**RFP 2022-004**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Biscayne Park ("Village") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

\_\_\_\_\_  
Name of Entity, Individual, Partners, or Corporation

\_\_\_\_\_  
Doing business as, if same as above, leave blank

\_\_\_\_\_  
STREET ADDRESS SUITE City STATE ZIP CODE

### OWNERSHIP DISCLOSURE AFFIDAVIT

7.5.1 If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%

\_\_\_\_\_ %

7.5.2 The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Affiant \_\_\_\_\_

Date \_\_\_\_\_

Printed Name of Affiant \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

Printed, typed, or stamped commissioned name of Notary Public

**AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION  
STATEMENT**

**RFP 2022-004**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Village of Biscayne Park, Florida

by: \_\_\_\_\_  
(Print individual's name and title)

for: \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business addresses is:

\_\_\_\_\_

and (if applicable) its Federal Employer Number (FEIN) is:

\_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party proposer under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and newconstruction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;



The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_

SIGNATURE

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

\_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**NON-COLLUSION AFFIDAVIT  
RFP 2022-004**

State of \_\_\_\_\_)

) SS

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He/She/They is/are the \_\_\_\_\_

(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the BIDDER that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

in the presence of:

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned

Notary Public of The State of Florida, personally appeared

\_\_\_\_\_ and

(Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

☐ Personally known to me, or

☐ Personally identification:

(Type of Identification Produced)

☒ DID take an oath,

or

☐ DID NOT take an oath.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA  
STATUTES, ON PUBLIC ENTITY CRIMES  
RFP 2022-004**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_ whose  
business address is \_\_\_\_\_ and (if applicable)  
its Federal Employer Identification number (FEIN) is \_\_\_\_\_ (IF the entity had no FEIN,  
include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its \_\_\_\_\_ officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its \_\_\_\_\_ officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its \_\_\_\_\_ officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Personally known \_\_\_\_\_ Or Produced  
Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_ My  
Commission Expires \_\_\_\_\_

(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

### **No Contingency Affidavit RFP 2022-004**

State of \_\_\_\_\_)

)

SS

County of \_\_\_\_\_)

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_,  
who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the Village of Biscayne Park awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the M i a m i -Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:  
My Commission Number:

## **DRUG-FREE WORKPLACE PROGRAM**

### **RFP2022-004**

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
VENDOR PRINT NAME

**COPELAND ACT ANTI-KICKBACK AFFIDAVIT**  
**RFP2022-004**

STATE OF \_\_\_\_\_ }

} SS:

COUNTY OF \_\_\_\_\_ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Biscayne Park, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_



I, \_\_\_\_\_,  
(Individual's Name) (Title)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 3.1.3 of this document.

Individual's Signature

Date \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)  
of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

Attachment of this executed form, as such, is required to complete a valid bid proposal.

Date \_\_\_\_\_

## TIE BIDS CERTIFICATION RFP 2022-004

I, \_\_\_\_\_,  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 3.1.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

Individual's Signature

Date \_\_\_\_\_

**PROPOSER'S CERTIFICATION**  
**RFP 2022-004**

I have carefully examined the Request for Proposal, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Village of Biscayne Park or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a proposer, supplier, sub-proposer, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

\_\_\_\_\_  
Name of Business

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires

**Acknowledgement of Addendums: Issued Addendums must be signed and submitted with proposal.**

**RFP SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP**  
**RFP 2022-004**

The full names and residences of persons, partners or firms interested in the foregoing RFP, as principals are as follows:

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Witness:  
(seal)

Bidder:

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\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title (Sole Proprietor or Partner)

Post Office Address:

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County in which fictitious name is registered.

\_\_\_\_\_  
Telephone #

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**RFP SIGNATURE PAGE FOR CORPORATION**  
**RFP 2022-004**

The officers of the Corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	_____	_____
Vice-President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Registered Agent	_____	_____

The full names and residences of stockholders, persons, or firms interested in the foregoing RFP, as principals, are as follows:


Post Office Address

\_\_\_\_\_  
\_\_\_\_\_

Bidder

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
President's Signature

Is this corporation incorporated in the State of  
Florida? \_\_\_\_Yes\_\_\_\_No

Attest: \_\_\_\_\_  
Secretary

If no, give address of principle place of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR ANTI-BOYCOTT CERTIFICATION**  
**[PURSUANT TO FLORIDA STATUTE § 287.135]**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, certifies  
that \_\_\_\_\_ (Company Name) does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CERTIFICATION REGARDING CHILD LABOR

In accordance with solicitation provision 45 CFR 22.15, Proposer hereby certifies the review of the “List of Products Requiring Consultant Certification or Indentured Child Labor” as published by the Department of Labor in accordance with Executive Order 13126 of June 12, 1999 if any end products are used within this Contract as required by the Prohibition of Acquisition of Products Produced by Forced or Indentured Child Labor, 48 CFR 52.222-18. The list identifies products by their country of origin that the Departments of Labor, Treasury and State have a reasonable basis to believe might have been mined, produced or manufactured by forced or indentured child labor. ([www.dol.gov/ilab/](http://www.dol.gov/ilab/)) see (22.1505(a))

The Proposer certifies that they have made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture as listed for that end product. On the basis of those efforts, the Proposer certifies that it is not aware of any such use of child labor. Specifically, any electrical equipment is not allowed from China per ORCA Certification 52.222-18.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
By (Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Office Number

\_\_\_\_\_  
Cell Number



## CERTIFICATION REGARDING LOBBYING

### **LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

#### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contractor's Authorized Official (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## GOVERNMENT DEBARMENT & SUSPENSION

### Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this response is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this response is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

1. The prospective lower tier participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

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Printed Name and Title of Authorized Representative

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Signature  
Date

**E-VERIFY SWORN STATEMENT**

**SWORN STATEMENT PURSUANT TO SECTION 448.095, FLORIDA STATUTES, ON THE CONTRACTING  
OR EMPLOYMENT OF UNAUTHORIZED ALIENS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Village of Biscayne Park, Florida, by

\_\_\_\_\_  
(name of individual and title)

for \_\_\_\_\_  
(name of contractor, vendor entity submitting sworn statement)

whose business address is:

\_\_\_\_\_  
and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that pursuant to section 448.09(1), Florida Statutes, it is unlawful for any person knowingly to employ, hire, recruit or refer, whether for herself or himself or on behalf of another for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws of the United States.

3. I understand that an "unauthorized alien" as defined by section 448.095(1)(k), Florida Statutes, means a person who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. section 132a(h)(3), as interpreted by any applicable federal rule or regulation.

4. I understand that the "E-verify system" as defined by section 448.095(1)(e), Florida Statutes, means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5. The person attesting to the statements made in this affidavit has the requisite power and

authority within the organizational structure of the entity submitting this sworn statement sufficient to possess direct knowledge of or ascertain the existence, accuracy and completeness of the facts stated in this affidavit on behalf of the entity.

6. The entity is a “Contractor” or “Subcontractor” of the Village of Biscayne Park, Florida, a “Public Employer”, as those terms are defined in section 448.095(1), Florida Statutes, who provides labor, supplies or services in exchange for remuneration to the Village of Biscayne Park, Florida.

7. I understand the Village of Biscayne Park, Florida may not contract with any party unless such party registers with and uses the E-verify system.

8. The Contractor-entity or Subcontractor-entity, as applicable, making this affidavit, does not contract with, subcontract with, employ, hire or retain any unauthorized alien.

9. The Contractor-entity or Subcontractor-entity, as applicable, making this affidavit, is registered with and uses the E-verify system to verify the work authorization status of all newly hired employees and will continue to use the E-verify system for this purpose while under contract with the Village of Biscayne Park, or under contract with any contractor of the Village of Biscayne Park.

10. I understand that, as applicable, I will require an affidavit, from all persons or entities who may qualify as “Subcontractors” affirming their registration and use of the E-verify system and disclaiming the contracting, employment or hiring of unauthorized aliens, consistent with the requirements of section 448-095(2)(b)1. and (b)2. for the duration of the contract.

11. I understand that if I violate the provisions of section 448.091(1), Florida Statutes, the Village of Biscayne Park shall terminate our contract, if the entity submitting this affidavit is a Contractor of the Village of Biscayne Park.

12. I understand that if any person or entity I subcontract with to provide labor, services or goods to the Village of Biscayne Park, violates the provision of section 448.091(1), I will be ordered by the Village of Biscayne Park to terminate such contract immediately.

13. I understand that violating the provisions of section 448.091(1) will be a breach of my contract with the Village of Biscayne Park subject to termination or any other remedy provided by the contract or law.

14. This sworn statement is provided to comply with the requirements of section 448.095, Florida Statutes, and the statements are accurate, complete and truthful as of the date of its making. I will inform the Village of Biscayne Park, Florida of any change in circumstances that affects the validity of

this affidavit or the accuracy, truthfulness or completeness of the statements contained in this affidavit.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_  
Or produced identification \_\_\_\_\_  
Type: \_\_\_\_\_

\_\_\_\_\_  
Notary Public-State of \_\_\_\_\_  
Seal:

**EXHIT  
“A”**

**SAMPLE CONSTRUCTION CONTRACT  
(see attached)**



**SUMMARY BID FORM**  
**(see attached)**

**DESIGN CRITERIA PACKAGE NARRATIVE**  
**(see attached)**

**Design Criteria Technical Specifications  
(see attached)**

**GEOTECHNICAL REPORT**  
**(see attached)**

## EXFILTRATION CALCULATIONS

(SEE ATTACHED)

**CONCEPTUAL PLANS**  
(SEE ATTACHED DOCUMENT)